

# REQUEST FOR PROPOSALS (RFP)

**RFP # CCD-08-069**

Issue Date: May 2, 2008

Title: Infant/Toddler Specialist System

Commodity Code: 95225

Where Work Will Be Performed: Virginia - Statewide

Initial Period of Contract: Upon contract award through June 30, 2010 (with two 1-year optional renewals)

Due Date & Time for Letter of Intent: May 31, 2008 (5:00 P.M.)

Proposal Due Date & Time: June 30, 2008 (5:00 P.M.)

Issuing Agency and Location: Commonwealth of Virginia  
Department of Social Services  
Division of Child Care and Development, 6<sup>th</sup> Floor  
7 North Eighth Street  
Richmond, VA 23219-3301

Sealed Proposals for providing the services described herein will be received subject to the conditions cited herein until the proposal due date and time shown above. **Proposals received after that time will be returned without consideration. Proposals sent via e-mail or facsimile will not be accepted. PROPOSALS ARE TO BE MAILED OR HAND DELIVERED TO THE ADDRESS SHOWN ABOVE TO THE ATTENTION OF ARLENE KASPER.**

All inquiries for information should be directed to: Arlene Kasper - Phone: (804) 726-7647  
e-mail: [arlene.kasper@dss.virginia.gov](mailto:arlene.kasper@dss.virginia.gov)

In compliance with this Request for Proposals (RFP) and to all the conditions imposed therein and hereby incorporated by reference, the undersigned Applicant offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name of Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

FEI / FIN #: \_\_\_\_\_

Authorized Representative Name (please print): \_\_\_\_\_

Signature (please sign in ink): \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail (required): \_\_\_\_\_

**MANDATORY PRE-PROPOSAL CONFERENCE:** A mandatory, pre-proposal conference will be held on Monday, May 19, 2008 from 10:00 a.m. to 12:30 p.m. at the Twin Hickory Area Library, 5001 Twin Hickory Road, Glen Allen, VA 23059-2509. Applicants *must* attend the conference to submit a proposal for consideration. There is a limit of two individuals per organization, and individuals planning to attend the conference should register at [www.dss.virginia.gov/redirect/?1449](http://www.dss.virginia.gov/redirect/?1449).

**Note:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an applicant because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by State law relating to discrimination in employment.

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**Request for Proposals – RFP # CCD-08-069**  
**2008-2010 INFANT/TODDLER SPECIALIST SYSTEM**

## **I. PURPOSE**

The Virginia Department of Social Services (VDSS) is the grantee of funds to establish an infant/toddler specialist system. The purpose of this RFP (request for proposals) is to award one sub-grantee, hereafter referred to as “contractor,” funds to implement a system to empower and strengthen care and education programs to enhance the healthy growth and development of infants and toddlers (0-36 months of age). This system is to be implemented in collaboration with families and the community. The goals of the initiative are to:

- improve the quality of care and education that infants and toddlers receive while away from their parents;
- increase the educational level and competencies of infant/toddler caregivers/teachers/directors;
- promote community connections to increase awareness and use of available resources/services that support healthy, safe and nurturing care for infants and toddlers; and
- implement an effective, efficient and accountable infant/toddler specialist system and increase its capacity to offer services.

Eligible applicants include non-profit organizations, collaborative partnerships, faith-based organizations, for-profit organizations, governmental entities, and institutions of higher education. Applicants must be located in Virginia. For-profit organizations may not realize a profit from any contract resulting from this solicitation. Applicants must designate a fiscal agent.

## **II. BACKGROUND**

This is the first RFP for a statewide infant/toddler specialist system in Virginia. A total of \$2,000,000 is available for this grant from the federal Child Care and Development Fund (CCDF) resulting from the Child Care and Development Block Grant Act. These are federally targeted funds for infant and toddler child care initiatives. For additional information, the CFDA (Catalog of Federal Domestic Assistance) number is 93.575. The Department has the option to offer two 1-year optional renewals with an allocation of \$1,400,000 each year from CCDF.

## **III. STATEMENT OF NEEDS**

The infant/toddler specialist system is to embrace the vision of families and supportive communities collaborating with care and education programs to facilitate the growth and development of infants and toddlers to increase their opportunities for social, emotional, cognitive and physical success in life. The mission for this project is for the contractor to

collaborate with families and the community to implement a system to empower and strengthen care and education programs to enhance the healthy growth and development of infants and toddlers. Services offered under this project must be available to the public. The contractor must offer a program that meets the following guidelines.

#### Program Goals, Strategies and Requirements

Goal 1. Improve the quality of care and education that infants and toddlers receive while away from their parents.

A. Provide training, technical assistance and referrals to caregivers/teachers/directors on incorporating appropriate health policies, procedures and guidelines that include topics such as but not limited to sanitation, diapering, special feeding needs, safe sleep and SIDS (Sudden Infant Death Syndrome) prevention, prevention of illnesses and injuries, and medication administration. Training and technical assistance must include:

1. consideration of providing services to programs referred by VDSS and local departments of social services;
2. consideration of providing assistance to programs requesting help to correct licensing violations cited by VDSS;
3. coordination with child care health consultants; and
4. evaluating the effectiveness of services provided to religious exempt child day centers and family day homes according to a health and safety list that includes at a minimum the items mentioned in Attachment A.

B. Provide intensive, on-site technical assistance with supports (e.g., providing children's learning materials) for caregivers/teachers/directors based on their individual situation. On-site technical assistance must include:

1. development of improvement plans;
2. consideration of the program's environmental rating score;
3. consideration of providing services to programs referred by the lead Quality Rating and Improvement System agency; and
4. requiring infant/toddler specialists to be trained in ITERS-R (Infant/Toddler Environment Rating Scale – Revised) and FCCERS-R (Family Child Care Environment Rating Scale – Revised, [www.fpg.unc.edu/~ecers](http://www.fpg.unc.edu/~ecers)) as applicable before providing this technical assistance.

C. Promote use of Virginia *Milestones of Child Development* with caregivers/teachers/directors ([www.dss.virginia.gov/family/cc/publications.cgi](http://www.dss.virginia.gov/family/cc/publications.cgi)).

Goal 2. Increase the educational level and competency of infant/toddler caregivers/teachers/directors.

A. Promote caregivers/teachers/directors participation in existing professional development opportunities and use relevant documents. Attachment B contains examples of various professional development opportunities and relevant documents.

B. Provide supports to caregivers/teachers/directors for participating in professional development activities that are specific or related to infant/toddler care. Attachment B contains examples of various professional development supports.

Goal 3. Promote community connections to increase awareness and use of available resources/services that support healthy, safe and nurturing care for infants and toddlers.

A. Identify child/family resources/services and encourage their use as appropriate with caregivers/teachers/directors.

B. Engage existing and new partners and promote linkages to improve the accessibility, affordability and quality of services for caregivers/teachers/directors (e.g., on-site technical assistance under goal 1 could support implementing the technical assistance area of the Quality Rating and Improvement System).

Goal 4. Implement an effective, efficient and accountable infant/toddler specialist system and increase its capacity to offer services.

A. Development and Continuation of the System

1. Establish an infant/toddler coordinator position to plan and oversee implementation of the system. The coordinator must have a Bachelor's degree or higher in a child related field, at least three years of direct service which includes some work with infants/toddlers, and some experience working with adults (e.g., training, mentoring or leading caregivers/teachers);
2. Assess the current care and education system for infants and toddlers that includes relevant statistics (e.g., number of children under three years of age, percent of women with babies and toddlers in the labor force, cost of child care);
3. Develop proposed services in consultation with end users of such services and others to help ensure a well designed program;
4. Develop standards and forms to help ensure best practices with service delivery and consider incorporating new approaches to service delivery as appropriate;
5. Develop and implement a plan to address how information about services will be shared with the public to help ensure that

- directors/teachers/caregivers and early childhood partners are aware of the availability of these services;
6. Establish, in consultation with VDSS, infant/toddler specialists within existing organizations in communities in Virginia to provide the services listed in goals 1-3. This must include the following:
    - a. recruiting and selecting existing organizations that will employ an infant/toddler specialist unless the contractor's agency has regional/local offices that will employ the specialists. The selection process must be competitive and objective with the use of pre-established criteria;
    - b. requiring infant/toddler specialists to have at least a Bachelor's degree in a child related field and experience working with infants and toddlers. Any variation to this qualification will need to be made in consultation with VDSS;
    - c. ensuring that the equivalent of one full-time infant/toddler specialist provides services within each region indicated in Attachment C. Regional boundaries are flexible to accommodate existing community structures or the contractor's regional/local offices (e.g., a specialist can provide services in two regions as long as other specialists are available in these regions so there is the equivalent of one full-time specialist in each region). Areas can have more than the equivalent of one full-time specialist. Cash match from community organizations will not be required to help ensure location of specialists are not based on financial resources although this can be reconsidered with subsequent contracts when developing a plan for expanding services. It is not required that all counties/cities within a region have access to an infant/toddler specialist; and
    - d. establishing and renewing as applicable contracts/agreements with existing organizations that clearly define qualifications for the specialists, responsibilities, time frames, payment methods and conditions that must be followed. Contract amounts should vary based on cost of living;
  7. Serve as a member of the Star Quality Advisory Team to help effectively coordinate specialist activity with the Quality Rating and Improvement System;
  8. Develop procedures that address how specialists will coordinate with VDSS Division of Licensing Programs and local departments of social services when health, safety and other concerns in a child care program are observed; such procedures must be developed in coordination with VDSS Division of Licensing Programs, child care subsidy unit and child protective services unit;

9. Develop and begin implementing strategies to support directors of care and education programs for infants and toddlers to design a schedule for staff and groups of children that promotes stable relationships, fosters positive learning experiences, and facilitates infant/toddler attachment to a limited number of caregivers/teachers;
10. Establish additional infant/toddler specialists as needed (e.g., current contract(s) with organizations in the community not renewed); and
11. Develop and begin implementing a plan to improve and expand the infant/toddler specialist system that includes projections for the number of specialists and the number of providers to be served.

**B. Efficiency and Accountability**

1. Develop and implement a plan/process to provide on-going monitoring of the services and expenses of organizations in the community with infant/toddler specialists or the contractor's infant/toddler specialists that tracks performance and results and includes observation of services provided by the specialists;
2. Evaluate implementation methods to maximize financial and human resources;
3. Maintain clear and effective internal policies/procedures (e.g., fiscal, maintenance of records, lines of authority) to help ensure accountability and adherence to contract requirements; and
4. Submit required reports to VDSS both electronically and in hard copy.

**C. Evaluation**

Develop, in coordination with VDSS, and implement an evaluation plan that includes the following:

1. identification of statistics and evaluation measures to document output and outcomes and the time frames for collecting this data;
2. meeting items on the health and safety list pre and post service;
3. environmental rating scale scores pre and post service in which the infant/toddler specialist providing technical assistance to the caregiver/teacher/director does not conduct the rating of that program;
4. inter-rater reliability on environmental rating scale scores;
5. pictures of early care and education environments pre and post on-site, technical assistances;
6. obtainment of training and education by caregivers/teachers/directors while receiving services;
7. provider survey to assess (i) quality of services received from the specialists, (ii) use of knowledge from training



- and education, and (iii) knowledge and use of resources/services identified by the specialists;
- 8. log to track collaborations/linkages with partners;
- 9. completion of applicable paperwork to comply with VDSS' Human Subject Research Regulations ([www.dss.virginia.gov/about/irb.cgi](http://www.dss.virginia.gov/about/irb.cgi));
- 10. analysis of data and review of the plan to determine practices for replication and any changes to improve performance, which could include recommendations to VDSS for any changes to the contract; and
- 11. communicating results of the evaluation with stakeholders.

D. Environmental Rating Scales

- 1. Ensure infant/toddler specialists and the infant/toddler coordinator complete training from the University of North Carolina (UNC) in the Infant/Toddler Environment Rating Scale - Revised and the Family Child Care Environment Rating Scale – Revised ([www.fpg.unc.edu/~ecers](http://www.fpg.unc.edu/~ecers)) that leads to reliability based on availability of UNC trainers;
- 2. Provide additional field practice observations to any specialist who does not receive a 85% or higher agreement with a reliable user during the training; and
- 3. Conduct an inter-rater reliability check (assessment conducted by two reliable assessors) for every 10 assessments.

E. PITC (Program for Infant/Toddler Care) Training – Ensure infant/toddler specialists and the infant/toddler coordinator complete PITC Training of Trainers from West Ed ([www.pitc.org](http://www.pitc.org)) and successfully complete certification requirements for the four modules based on the training schedule of West Ed.

F. Orientation and On-going Support

- 1. Provide at least a two-day orientation session for infant/toddler specialists that covers at a minimum:
  - a. best practices for mentoring/providing on-site technical assistance to caregivers/teachers/directors (e.g., agreements, release forms);
  - b. health and safety issues;
  - c. state professional development opportunities/documents for caregivers/teachers/directors;
  - d. *Virginia Milestones of Child Development* ([www.dss.virginia.gov/family/cc/publications.cgi](http://www.dss.virginia.gov/family/cc/publications.cgi));
  - e. Quality Rating and Improvement System ([www.education.virginia.gov](http://www.education.virginia.gov) then click on “Initiatives” then “Governor’s Working Group”);

- f. New Parent Kit ([www.vecf.org](http://www.vecf.org) then click on “Parents & Families” then “New Parent Kit” and [www.dss.state.va.us/pub/pdf/toolkit.pdf](http://www.dss.state.va.us/pub/pdf/toolkit.pdf)); and
  - g. reporting requirements.
2. Implement a plan for on-going support/assistance to the infant/toddler specialists that incorporates best practices for implementation of initiatives and consideration of feedback from infant/toddler specialists;
  3. Provide appropriate resources for the infant/toddler specialists;
  4. Ensure infant/toddler specialists develop a portfolio of their work;
  5. Develop an on-going training program that supports new specialists hired after the initial period so they receive comparable training content mention under this goal; and
  6. Assess and identify future professional development needs for the infant/toddler specialists.

Attachment D is a logic model of this initiative. Proposals must describe how the program will be designed and implemented. The contractor will have 120 days after the start of the contract period to refine its program plan based on the assessment of the care and education system for infants and toddlers and feedback from end users of such services and others. The fourth monthly report must summarize any changes made to the plan and include the revised plan as applicable for approval by VDSS.

#### Funding and Expenditure Requirements

Funds for this initiative are specifically for quality child care initiatives such as planning, developing, establishing, expanding or improving existing child care programs and early childhood development programs and are **limited to child care for children 0-36 months. No funds can be used for child care activities for children three years of age or older. All expenses included in the proposal must be allowable under federal and state regulations, must be reasonable and necessary, and must apply directly to the project. Funding must not be used to supplant other funds.** Funds may not be used for:

- subsidy payments to child care providers;
- purchase or improvement of land, or for the purchase, construction or permanent improvement of any building or facility;
- sectarian purpose or activity, including sectarian worship or instruction;
- purchase of vehicles;
- any non-Federal share for Federal grant programs;
- a local match for Social Services block sub-grant funds; and
- political activities outlined in Section VIII, Special Terms and Conditions, item I in this RFP.

Applicants may request funding up to \$2,000,000. A maximum of up to \$600,000 may be used from the start date of the contract through June 30, 2009 and up to \$1,400,000 may be used from July 1, 2009 through June 30, 2010. It is VDSS' intent to award only

one contract and to have the contract period begin September 15, 2008 and go through June 30, 2010. The Department has the option to offer two 1-year optional renewals of \$1,400,000 for each one year renewal. Payment for services will be on a reimbursement basis and for-profit organizations may not realize a profit from any contract resulting from this solicitation.

Expenditures must:

- be used to carry out the activities described in the proposal or by subsequent amendments approved by VDSS; and
- must follow the administrative requirements and cost principles of the applicable OMB circular for the type of contractor ([www.whitehouse.gov/omb/circulars/index.html](http://www.whitehouse.gov/omb/circulars/index.html)).

Expenditures cannot:

- exceed the greater of ten percent or \$500.00, whichever is more, of the budgeted line item contained in the approved budget unless VDSS has approved a budget amendment request;
- be used for indirect costs unless there is a rate agreement for indirect costs from the Department of Health and Human Services on behalf of the federal government;
- be used to supplant state or local funds;
- be used to purchase equipment unless VDSS has provided pre-approval; and
- be used for non-travel related meals/food unless the contractor submits the following:
  - original pre-approval by VDSS;
  - original receipt for food purchases unless the contractor's policy is to keep original receipts and a duplicate receipt cannot be obtained in which case a copy of the receipt must be submitted;
  - list of names of people who attended the event; and
  - justification/business need for why the food was needed for the event.

Requests for reimbursement of travel expenditures cannot exceed Virginia Department of Accounts' CAPPS Manual Topic 20335, State Travel Regulations ([www.doa.virginia.gov/Admin\\_Services/CAPP/CAPP\\_Topics/20335.pdf](http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335.pdf)).

Reimbursement for any travel outside of Virginia and Washington, DC requires pre-approval by VDSS.

The contractor must provide any and all fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as prescribed by VDSS to ensure fiscal control, proper management, and efficient disbursement of funds received under this contract.

#### **IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

##### **Letter of Intent Instructions**

The due date for receipt of the letter of intent is May 31, 2008 at 5:00 p.m. The letter of intent must be sent to the address stated on page 1 of this RFP. The information in the letter of intent will be used to help ensure VDSS' plans for review of applications will be appropriate. Failure to submit a letter of intent will not impact eligibility to submit an application and will not disqualify an application from competitive review.

The letter of intent should include the following information:

- number and title of the RFP;
- name of the agency; and
- the names, addresses, telephone and fax numbers, and email addresses for the main contact person(s) (individual from the agency who is largely responsible for preparing the application).

Do not include a description of your proposed plan in your letter of intent.

#### General Proposal Instructions

In order to be considered for funding, all applicants must submit three full proposals with original authorized signatures and four copies except that only one report of any independent audit must be submitted. A full proposal includes the complete RFP, any addenda, project narrative, completed attachments E-I, completed SF 424B – Assurances – Non-Construction Programs, letters of support and an independent audit report or statement that no audit report was previously required. No other attachments will be considered. Originals should be labeled Original #1, Original #2 and Original #3. The copies need only include the project narrative, attachments E-G and letters of support. The originals and each copy of the proposal should be clipped securely in the upper left corner. Original proposals and copies should not be placed in 3-ring notebooks, folder or with spiral or other type binding.

Proposals must be signed by an authorized representative of the agency. Proposals that lack required signatures will not be considered. All information requested should be submitted. Failure to submit all information requested may result in VDSS requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by VDSS. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

Proposals must be typed on single sided 8.5" x 11" white paper using a standard font size no smaller than 11 point. The project narrative must be double spaced. Pages of the proposal should be numbered.

Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom on Information Act. Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time

the data or material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

### Specific Proposal Instructions

Proposals must include the following documents in the following order:

1. RFP AND ADDENDA. Return this complete RFP with pages 1 and 2 completed and signed and page 30 signed. Sign and return all Addenda issued to acknowledge the change(s). An authorized representative of the applicant agency must sign the RFP and Addenda in ink.

2. PROPOSAL COVER SHEET – ATTACHMENT E. Complete form. The program director/administrator or program coordinator and the finance officer must sign the form in ink.

3. PROJECT NARRATIVE. The narrative must not exceed 25 pages, must be double spaced and have one inch margins. Please note the TIPS below that pose questions may be used to guide your thought process but it is not necessary to answer them specifically or exclusively. The plan must cover the following components in the order listed below:

a) Current track record of positive impact (TIP: What experiences or accomplishments have informed your proposed plan? What qualities make your proposed plan likely to succeed?)

b) Financial track record and strength (TIP: How have you shown effective financial management? How have you excelled in your stewardship of funding? How have you previously raised funds?)

c) Capacity, skills and experience of leadership who would be involved with oversight or implementation of the plan (TIP: What experience does your agency, staff and collaborative partners have with managing and/or implementing the activities outlined in the RFP? What knowledge and experience do they have specific to the needs and development of infants and toddlers?)

d) Understanding of market context, including analysis of existing services, delivery and systems for infants and toddlers as well as existing gaps. (TIP: What is your assessment of the adequacy of current services for infants and toddlers? What data sources support your conclusions? Describe stakeholders who may be available to assist with implementation of your plan.)

e) Description of your plan and approach/process to accomplish the goals of the RFP (see Overview of Activities/Outcomes form) (TIP: How will you collaborate with partners to achieve the goals? How will you balance the need for consistency of services with community needs? How many programs/providers will you serve under the various areas of the goals? How will you determine who will receive services? Will all county/cities have access to your services or will this be addressed later with the plan for expansion? What types of supports for caregivers/teachers/directors will you provide?)

f) Projections for expanding the infant/toddler specialist system (TIP: How would you expand the system? How many caregivers/teachers/directors would receive services? What strategies might you use in the future to obtain additional resources for the system?)

4. OVERVIEW OF ACTIVITIES AND OUTCOMES – ATTACHMENT F. Use the instruction sheet provided and complete the chart describing your proposed initiative. Additional copies of the document may be made as needed. (TIP: Have you addressed all of the items under the goals in this RFP? What additional activities would you conduct?)

5. ITEMIZED BUDGET SUMMARY – ATTACHMENT G. Complete an Itemized Budget Summary for each year of the contract:

- 9/15/08-6/30/09 for no more than \$600,000 VDSS funds, and
- 7/1/09-6/30/10 for no more than \$1,400,000 VDSS funds.

Any income (e.g., charges for services) must be accounted for in the budget. The “budget justification for salaries & employee benefits” section of the form must be completed to justify the salary amount and employee benefits amount; justification/explanation for the remaining, proposed expenses must be included in the appropriate column of the form or as an attachment to the form.

6. SF 424B -ASSURANCES – NON-CONSTRUCTION PROGRAMS. This form must be completed and signed in ink by an authorized representative of the agency. This form can be downloaded from [www.acf.hhs.gov/programs/ofs/grants/sf424b.pdf](http://www.acf.hhs.gov/programs/ofs/grants/sf424b.pdf).

7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS – ATTACHMENT H. Use the instruction sheet provided. An authorized representative of the applicant agency must sign the certification in ink.

8. W-9 FORM – ATTACHMENT I.

9. LETTERS OF SUPPORT. Current letters of support from a minimum of three agencies or organizations who are knowledgeable of the applicant’s services.

10. INDEPENDENT AUDIT IN ACCORDANCE WITH THE SINGLE AUDIT ACT AND OMB CIRCULAR A-133 OR STATEMENT THAT AN AUDIT REPORT WAS NOT PREVIOUSLY REQUIRED (only one copy required).

11. PROPOSAL ENVELOPE/PACKAGE IDENTIFICATION – The signed proposal should be returned in a separate envelope or package addressed as directed on Page 1 of this RFP. The package or envelope should be sealed and identified as follows:

From: (Name of Applicant) – (Street or Box Numbers) / (City, State, Zip)  
Due Date & Time: June 30, 2008 at 5:00 p.m.  
RFP Title: 2008-2010 Infant/Toddler Specialist System  
RFP #: CCD-08-069  
Attention: Arlene Kasper

Applications may be hand delivered to the designated location in the office issuing the solicitation. The closing date for receipt of proposals under this RFP is June 30, 2008 at 5:00 p.m. Late applications will not be accepted.

## **V. EVALUATION AND AWARD CRITERIA**

To be considered for funding, proposals must first meet the stated objectives of the RFP as specified in Section III, Statement of Needs. In addition, proposals must meet general and specific requirements outlined in this RFP. Proposals will be reviewed by a panel of individuals who have demonstrated expertise in the human services field and will make programmatic and budgetary recommendations for the contract award. An interview *may* be conducted with finalists. The following criteria will be used in the review:

### 1. Evidence of Leadership, Capacity and Support: 45 points

- a. Evidence of ability to implement the proposed plan; history of positive impact; capacity, skill and experience of leadership; history of effective financial management; support from other organizations (30 points)
- b. Evidence of ability for future expansion of the infant/toddler specialist system beyond VDSS funding; long-term, innovative yet practical approach to developing the system; goals for expansion (e.g., increased number of specialists, increased number of providers served); past history and future possibilities for raising funds (15 points)

### 2. Quality and Comprehensiveness of Plan: 40 points

- a. Evidence of understanding the current market context as related to the plan; knowledge of existing services and potential partners; use of statistics (10 points)
- b. Quality, comprehensiveness and clarity of plan; feasibility; reasonable cost as related to the number and quality of the proposed services; plans for collaboration; innovative approaches; services reflect significant one-on-one work with caregivers/teachers/directors to improve the care provided to infants and toddlers; activities/outcomes and budget are consistent; costs clearly explained (30 points)

### 3. Plan for Evaluation: 15 points

Effective measurement of project outputs (quantity) and outcome measures

The RFP process is a competitive process and the award will be given based on a review of the criteria defined within the RFP and negotiations of final terms. VDSS may

withdraw the RFP or reject proposals at any time prior to the award. It is VDSS' intent that in August 2008 a Notice of Intent to Award will be posted on eVA and VDSS' Web site and the intent to award letter will be sent to applicants. The applicant selected for the award will be required to sign a contract.

## **VI. REPORTING REQUIREMENTS**

The contractor must submit monthly reports, a year end report (start date of contract through 6/30/09), and a final report in such form and quantity as VDSS may require. These reports must be submitted as follows:

- monthly reports must be submitted so they are received by VDSS within 30 days after the end of each month;
- the year end report must be submitted so it is received by VDSS by July 30, 2009; and
- the final report must be submitted so it is received by VDSS by July 30, 2010.

A budget amendment request in such form and quantity as VDSS may require must be submitted to request a change to the approved budget.

The first monthly report will cover a period from the start date of the contract until October 31, 2008. Each monthly report must include at a minimum:

- progress report on activities conducted and outcomes achieved during the reporting period that includes:
  - contractor's name, title of contract/project, contract number, contract period, period covered by the report, date of report, name of program director/administrator/coordinator, and name and signature of person submitting the report;
  - chart or similar type of format that summarizes activities, outputs and outcomes from the contractor's application/updated plan and the progress made on achieving the activities/outputs and outcomes during the period covered by the report;
  - narrative describing the progress of the project that includes relevant statistics such as the number of people or entities receiving services (e.g., participants attending training, providers receiving technical assistance, publications distributed); analysis of evaluation data with relevant documentation; any barriers to meeting any activities, outputs and outcomes of the plan and solutions explored to address such barriers; and any proposed changes to activities and work-plan time frames;
- financial progress report and reimbursement request invoice that includes:
  - contractor's name, contractor's address, contractor's federal identification number, contract number, period covered by the report/request, and date of report/request;
  - chart or similar type of format that indicates VDSS budgeted amounts for each line item and the total amount, expenditures for each budget category line item for the period and the total expenditures for the period, expenditures for each budget category line item since the contract start date and total expenditures since the contract start date, and VDSS funds



- remaining for each budget category line item and the total funds remaining;
- name, title and signature of the finance officer certifying that to the best of his knowledge that the information provided is correct, that no expenditures were allocated to any other program, that all expenditures were made in accordance with the contract conditions, and that payment is due and has not previously been requested;
- amount of any income received, source of the income (e.g., charges for provider training), and how the funds were applied to defray costs for VDSS; and
- supporting documentation for all expenses incurred during that month if requested; and
- the fourth monthly report must (i) summarize any changes made to the plan as a result of the 120-day period allowed to refine the plan and (ii) include the revised plan as applicable for approval by VDSS.

The year-end report and final report must include at a minimum:

- contractor's name, title of contract/project, contract number, contract period, period covered by the report, date of report, name of program director/administrator/coordinator, and name and signature of person submitting the report;
- summary of the activities, outputs and outcomes accomplished during the first year of the contract or the contract period as applicable;
- comprehensive evaluation of the project's effectiveness and whether the anticipated outcomes were achieved;
- any barriers that were encountered and how they were addressed;
- lessons learned; and
- recommendations for future activities to meet the needs of those unmet by the services offered under the contract.

## VII. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor, are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of

the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- C. **ANTI-DISCRIMINATION:** By submitting their proposals, applicants certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of #1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, applicants certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other applicant, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this

procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, applicants certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, applicants certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective applicant has questions about the specifications or other solicitation documents, the prospective applicant should contact the representative whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer/buyer for this solicitation.
- J. **PAYMENT:**
  - 1. **To Prime Contractor:**
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for

amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF APPLICANTS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the applicant to perform the services/furnish the goods and the applicant shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect applicant's physical facilities prior to award to satisfy questions regarding the applicant's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such applicant fails to satisfy the Commonwealth that such applicant is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.state.va.us](http://www.eva.state.va.us)) for a minimum of 10 days.
- R. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- S. **NONDISCRIMINATION OF CONTRACTORS:** An applicant, bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the applicant, bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- T. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

## **VIII. SPECIAL TERMS AND CONDITIONS**

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. The applicant further agrees to comply with the organizational audit requirements of OMB Circular A-128, "Audits of State and Local Governments" or the Single Audit Act and OMB Circular A-133.

A Contractor who exceeds \$500,000 or more in combined federal funding is required at its expense to have an independent grant audit performed annually in accordance with the Single Audit Act and OMB Circular A-133. A copy of all audits must be forwarded to VDSS within thirty days after receipt of the report by the institution or agency. The audit report shall be submitted no later than one (1) year from the end-date of the contract award as stated on the Contract, and for each audit cycle thereafter covering the entire award period as originally approved or amended. The management letter must be submitted with the audit report.

- B. **CANCELLATION OF CONTRACT:** The VDSS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract shall be terminated by either party, without penalty, after the initial 12 months of the contract period upon thirty (30) days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform all services agreed to prior to the effective date of cancellation.
- C. **CONTRACTOR AS INDEPENDENT CONTRACTOR:** During the performance of this contract, the Contractor shall be regarded as an independent contractor and not as an agent or employee of the Commonwealth of Virginia or the Purchasing Agency. The Contractor shall be responsible for all its own insurance and federal, state, local and social security taxes.
- D. **CONFIDENTIALITY:** Any information obtained by the contractor concerning recipients of services under this contract shall be treated as confidential in accordance with relevant provisions of State and federal law.
- E. **CONTRACTOR PERFORMANCE:** The purchasing agency may monitor and evaluate the contractor's performance under the contract through analysis of required reports, expenditure statements, site visits, peer reviews, interviews with or surveys of relevant agencies/organizations and individuals having knowledge of the contractor's



services or operations, audit reports, and other mechanisms deemed appropriate by the purchasing agency. Performance under this contract shall be a primary consideration for extension of this contract and may be a consideration in future contract awards and negotiations.

- F. EQUIPMENT:** Requests for reimbursement of purchasing equipment must be pre-approved by VDSS. Equipment purchased under this contract shall be retained by the contractor during the period of performance of the contract. Ownership of equipment purchased under this contract may revert to the Purchasing Agency at the end of the contract period when ownership is requested by the Purchasing Agency in writing. No depreciation or use charges on equipment purchased under this contract shall be claimed on this or any future contract with the Commonwealth of Virginia or any of its agents.
- G. OBLIGATION OF APPLICANT AGENCY:** By submitting a proposal, the applicant covenants and agrees that the applicant has satisfied itself, from its own investigation of the conditions to be met, that the applicant fully understands its obligation and that it will not make any claim for or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- H. OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for VDSS pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Any reports, studies, photographs, negatives, films, videos, or other documents prepared by the contractor in the performance of its obligations under this contract shall be the exclusive property of the VDSS and all such materials shall be remitted to VDSS upon completion, termination or cancellation of this contract. The contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the contractor's obligations under this contract without the prior written consent of VDSS. Any materials produced under this contract must bear a statement that the project was supported by VDSS and identify the title of the funding source.

The contractor agrees that any publication (written, visual or sound, but excluding press releases, newsletters and issue analyses) issued by the contractor or by any applicant describing programs or projects funded in-whole or in-part with Federal Funds, shall contain the following statement:

This project was supported by the Virginia Department of Social Services (VDSS) Grant # 93.575, with funds made available to Virginia from the U.S. Department of Health and Human Services. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of VDSS or the U.S. Department of Health and Human Services.

The contractor also agrees to:

- obtain VDSS written consent before any publication developed under the contract is made available to the public; press releases, newsletters, issue analyses and routine documents are excepted from this requirement; and
- submit two copies and an electronic copy of any such publication to VDSS when it is made available to the public so it can be placed on file and distributed as appropriate to other potential applicants or interested parties. VDSS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the contractor.

**I. POLITICAL ACTIVITY PROHIBITED:** Programs funded under this contract shall not use these funds, provide services, or employ or assign personnel, in a manner supporting or resulting in the identification of such programs with:

1. Any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office;
2. Any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or
3. Any voter registration activity.

**J. PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

**K. RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for up to two successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

**L. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the VDSS. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish VDSS a

description of the activities to be contracted and the names, qualifications and experience of their proposed subcontractors. Subcontracts must be on a reimbursable basis. Any subcontracts for evaluation or outcome measures must require quarterly status reports that must be submitted to VDSS with the contractor's next monthly report. The contractor must require the subcontractor to follow federal and state requirements of the contract. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

**M. SMOKE FREE ENVIRONMENT:** By submitting their proposals, Offerors certify to the Commonwealth that they will comply with the requirements of Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or granted for by an entity and used routinely or regularly for the provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant. The Contractor further agrees that it will require the language of this certification be included in any sub-awards or contracts, which contain provisions for children's services. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

**N. SUPPLANTATION OF FUNDS:** The applicant assures that funds made available under this contract will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would be, in the absence of these funds, made available for child care for infants and toddlers.

**O. CERTIFICATION REGARDING LOBBYING:** The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract,

grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**P. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM:** Each applicant certifies, that it has executed and has on file, an Equal Employment Opportunity Program which conforms to the provisions of *28 CFR Section 42.301*, et. seq., Subpart E, or that in conformity with the foregoing regulation, no Equal Employment Opportunity Program is required. The applicant organization having 50 or more employees who would receive amounts of \$500,000 or more, or grants which in the aggregate exceed \$500,000 or more, in any fiscal year must submit a copy of their Equal Employment Opportunity Plan (EEO Plan) to VDSS for review. For continuation grant funding that exceed these amounts in any fiscal year the applicant must submit a statistical update from the previous year's plan.

**Q. CONFIDENTIALITY OF RESEARCH INFORMATION:** Research information identifiable to an individual, which was obtained through a project funded wholly or in part with VDSS funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (*28 CFR Part 22*).

**R. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** The applicant agrees to complete a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, prior to finalizing any financial agreements pursuant to *28 CFR 67.510*. This includes consultants under any award. The Federal Excluded Persons List System can be viewed at [www.epls.gov](http://www.epls.gov) and the Virginia list can be viewed at <http://dps.dgs.virginia.gov/dps/Buyers/buyers-bottom.htm>.

**S. NOTIFICATION OF POSITIONS VACATED AND FILLED:** The contractor must promptly notify VDSS whenever contract funded positions are vacated and must notify VDSS when such positions are filled.

**T. NOTIFICATION OF UPCOMING MEETINGS AND TRAINING EVENTS:**

Upon request, the contractor must provide VDSS information about upcoming meetings and training events sponsored by the contract and allow VDSS staff to attend.

**U. PURCHASE OF EQUIPMENT AND PRODUCTS:** In accordance with Public Law 103-333, the “Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995,” the contractor should to the greatest extent practicable, purchase American-made equipment and products.

**IX. METHOD OF PAYMENT**

**A. FISCAL ADMINISTRATION:** These funds are not intended to supplant existing resources or to duplicate existing funds. It is expected that this source of revenue will encourage and stimulate contributions from other public and private sources.

A contract will be signed between the VDSS and an authorized representative of the applying agency/organization upon granting of an award. Upon approval of the contract, the contractor will be reimbursed for expenses on a monthly basis according to the terms of the contract. Therefore, the applicant agency/organization must be prepared to pay expenses as they are incurred and then submit expenditure statements/request for funds on a monthly basis to VDSS for reimbursement. The contractor should allow 30 days from the time expenditure statements/request for funds are received by the Department until reimbursement is received. If errors are found in the expenditure statements, the 30 days will be from the date errors are corrected.

The contractor will be required to maintain adequate accounting records to support all requests for reimbursement. These records shall be available for review by the State.

Payment will be made via direct deposit (electronic data interchange – EDI). Upon award, the contractor must complete the Vendor Electronic Payment Information Form and the EDI Payment Agreement for Vendors ([www.doa.state.va.us](http://www.doa.state.va.us)).

**B. COMPENSATION:** Compensation to the contractor for delivered services shall be as follows:

1. The contractor shall be paid on a cost reimbursable basis.
2. Actual expenditures shall be invoiced pursuant to approved line item budget categories.
3. No amendments to the approved budget may be made without the prior written approval of VDSS. No more than four (4) budget amendments will be

permitted during the contract period. Budget amendments must be requested in writing and be accompanied by a narrative. No budget amendments will be allowed after April 30, 2010.

4. All revenue from the sale of products derived through activities performed pursuant to this contract shall be reported to VDSS and may be applied as an adjustment to defray costs for VDSS.

5. The invoice period shall be monthly. The contractor shall invoice VDSS each month on forms supplied by VDSS and shall submit an expenditure statement/request for funds and financial report showing no services delivered if that is the case in any invoice period. VDSS shall not be obligated to pay for services when the contractor's monthly expenditure statements/request for funds and a financial report for such services are not received within thirty (30) calendar days after the close of the month in which services were delivered. Expenditure statements/request for funds which are valid and correct shall be processed and paid no later than thirty (30) calendar days after receipt of the complete expenditure statement/request for funds and all supporting documentation.

6. If the contractor fails to correctly provide any services and/or reports as specified in the terms and conditions of the contract, and in the time period specified, VDSS may withhold payment of expenditure statements/request for funds until said services and/or reports are provided. Failure to submit any required reports within the specified time period may result in revocation, termination or suspension of the contract. All services provided by the contractor pursuant to this contract shall be performed to the satisfaction of VDSS, and in accord with applicable federal, state and local laws, ordinances, rules and regulations. The contractor shall not receive payment for work found by VDSS to be unsatisfactory, or performed in violation of federal, State or local laws, ordinances, rule or regulations.

**CERTIFICATION:** I certify that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of all other federal and state laws and rules and regulations that apply to this award.

\_\_\_\_\_  
Authorized Representative of Applicant

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **X. ATTACHMENTS**

- A. Health and Safety Matrix for Infant/Toddler Specialist System
- B. Professional Development Opportunities, Documents and Supports for Caregivers/Teachers/Directors

- C. Regions for Infant/Toddler Specialist System
- D. Logic Model for Infant/Toddler Specialist System
- E. Proposal Cover Sheet
- F. Overview of Activities/Outcomes
- G. Itemized Budget Summary
- H. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion – Lower Tier Covered Transactions
- I. W-9 Request for Taxpayer Identification Number(s) and Certificate